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Contract Database Metadata Elements

Title: **Ellenville Public Library and Museum and Ellenville Public Library Unit, CSEA, Local 1000 AFSCME, AFL-CIO, Ulster County Local 856 (2008)**

Employer Name: **Ellenville Public Library and Museum**

Union: **Ellenville Public Library Unit, CSEA, AFSCME, AFL-CIO**

Local: **Ulster County Local 856, 1000**

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Expiration Date: **12/31/12**

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2010

CL/7195

Ellenville Public Library + Museum
+ CSEA Local 856 (Ellenville Public Library Unit)

1/1/08 - 12/31/12

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RECEIVED
NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

JUN 30 2008

ADMINISTRATION

PREAMBLE

The ELLENVILLE PUBLIC LIBRARY AND MUSEUM, with its principal office in the Village of Ellenville, 40 Center Street, Ellenville, New York 12428, hereinafter referred to as EMPLOYER, and the Civil Service Employees Association, Inc., Local 1000 AFSCME, AFL-CIO, for the Ellenville Public Library unit of Ulster County Local 856, herein after referred to as the "Union" declare it to be their mutual policy that in order to promote harmonious labor relations between the "Employer" and the "Union", the principle of collective bargaining is to be employed pursuant to the New York State Public Employees' Fair Employment Act, and that no Article or Section in this contract is to be in any violation of the New York State Civil Service Law.

We hereby enter into such a collective bargaining agreement as to the terms, condition of employment and the working condition for the life of this contract, and unless provided otherwise herein all benefits will become effective January 1, 2008, ceasing December 31, 2012.

ARTICLE 1 RECOGNITION

1.01 The Employer agrees that the Union shall be the sole and exclusive representative for all employees described in Article II for the purpose of collective bargaining and grievances for the term of the agreement. The period of unchallenged representation status for this union shall be for the term of this agreement.

1.02 The Employer shall deduct from the wages of employees and remit to CSEA, Inc., 143 Washington Avenue, Albany, New York 12210, regular membership dues and other authorized deductions for those employees who sign such authorization permitting such payroll deductions and other authorized deduction including agency fee deductions.

1.03 Agency Fee shall conform to chapters 677 and 678 of the laws of 1977 of the State of New York.

Pursuant to the provisions of Paragraph (b) Subdivision 3 of Section 208 of the Civil Service law, the Employer shall deduct from the wage or salary of the employees of the Bargaining Unit, who are not members of CSEA, the amount equivalent to the dues levied by CSEA and shall transmit the sum so deducted to CSEA.

1.04 The Union affirms that it does not assert the right to strike against the Employer, to assist or participate in any such strike, or to impose an obligation upon its members to conduct, assist or participate in such strike.

ARTICLE 2 COLLECTIVE BARGAINING UNIT

2.01 The Employer recognizes the Association as the exclusive representative for collective negotiations of all permanent full-time and part-time clerks and typists, and library monitor, excluding supervisors and all other employees of the Employer.

2.02 The Collective Bargaining Unit shall consist of all permanent full-time and part-time clerks and typists, and other groups of employees, excluding managerial and or confidential employees so designated to be excluded from this unit by New York State Public Employment Relations Board.

ARTICLE 3 WORK WEEK

3.01 The work week for full-time employees shall be 37.5 hours per week from Monday through Saturday, excluding lunch or meals.

3.02 Hours worked in excess of 37.5 hours shall be compensated at the rate of one and one-half times the normal hourly rate, or at the employee's discretion, will be accrued as compensatory time, at the accrual of one and one-half times. When an employee is called in after work hours (regular working hours), the employee shall be compensated a minimum of two hours compensation at the rate of time and a half.

3.03 All compensation time shall be scheduled at the discretion of management. It shall be taken in full or half day blocks only. If an employee has less than one-half day compensation time accrued and desires to use compensation time then it must be used all at once as a single unit or at the employee's choice it may be accumulated. Compensation time requests must be made prior to the posting of the weekly work schedule for the week in which the employee desires to use it.

3.04 Compensatory time hours shall be used within a 60-day period.

3.05 The Employer shall post a schedule of work hours at least 3 working days in advance. Changes may be made in emergency situations. The Employer will use its best efforts to personally notify an employee if changes are made in a schedule after the schedule has been posted.

3.06 If an employee is scheduled to work and the library closes for an emergency day, the employee shall be entitled to be paid for the hours scheduled to work. The Board and management will determine if and when the library opens and closes.

3.07 Employees who have been granted sick leave, vacation leave, or personal leave shall not receive the benefit of 3.06 above.

3.08 Employees will be entitled to an unpaid, 30 minute duty free lunch or dinner break if schedule to work at least 4 hours.

3.09 All employees shall be granted a 15 minute rest break for each scheduled 3¾ hours. The first break will be taken only after the employee has worked an hour. Breaks will be staggered to allow for adequate coverage and backup at the circulation desk. Employees who start at 12:15 may take their break immediately.

3.10 Except in extraordinary circumstances, assignment of Saturday work for full-time employees will be rotated.

3.11 A part-time employee shall be scheduled for no less than 4 hours per day.

3.12 A part-time employee shall be scheduled to work a minimum of 12 hours per week except when the workweek is four days or less due to a holiday or holidays. If the employee is unable, unwilling, or unavailable to work some or all of the scheduled hours, then the 12-hour minimum for that week is waived.

3.13 Management may assign staff members for special events outside of work hours. In regard to such assignments the staff will volunteer. If no one volunteers, management will assign staff members on a rotating basis. Staff will be compensated at time and a half or at the employee's discretion, will accrue compensatory time at the accrual of time and one half with a guarantee of 4 hours minimum.

3.14 Staff attendance at off site functions are to be compensated for mileage at the highest current rates allowable by the IRS for mileage. Should staff members have difficulty providing their own transportation, notice shall be given to management one week in advance, except in the case of an emergency.

ARTICLE 4 SICK LEAVE

4.01 Full-time employees shall accrue sick leave allowance at the rate of one day for each month of continuous permanent employment up to and including a maximum of 60 days of sick leave allowance accrual. (See 9.06).

4.02 A full-time employee may be absent from duty by reason of sickness or disability of the employee, or the employee's parent, parent-in-law, spouse, sibling, household member or child, or for doctor, dentist or other medical appointment. Such absence is to be charged against sick leave accrual allowance.

4.03 Any employee shall notify the office no less than one hour before the start of the employee's work assignment, except in the case of emergency.

4.04 A full-time employee shall be entitled to accrued sick leave allowance only while in continuous employment.

4.05 The Employer may require a physician's certificate for any absence of more than 5 continuous days.

4.06 In the event the Employer or its designee requires a physical examination of an employee, the Employer shall assume the cost of the physician.

4.07 Sick leave can be utilized in hourly increments if utilized in the beginning or end of the shift. All other sick leave can only be utilized in blocks of 1/2 days.

4.08 When, at the end of a calendar year, a full-time employee has accumulated sick leave in excess of 20 working days (150 hours) the employee has the option of cashing out any excess hours. Such time would be purchased back from the employee at the rate of a full time employee's current salary at the time of the cash-in. This option is available only once a year, between December 1 and December 15.

4.09 When an employee has used all accumulated sick leave, accrued personal time and vacation time shall be used to cover absence due to illness, at the employee's choice.

4.10 An employee may be required to use sick time if an employee's physical activity is limited by physicians order or in the opinion of the Director or designee said employee's inability to fulfill all normal duties requires other staff to be employed or taken from their normal duties.

4.11 If management sees a pattern of an employee calling in sick on Mondays or Fridays the employee shall be required to provide a doctor's letter. Such requirement may be challenged by the employee through the grievance procedure herein.

4.12 Employees shall be able to contribute their accrued sick leave to other employees in need (or emergency situations). The staff will administer this process.

4.13 At retirement, and or separation of service, the Library shall pay full-time employees for up to 60 sick days accrued, at 100% of their prevailing rate of pay.

4.14 The Library agrees to adopt option 41j of the NYS Retirement and Social Security Law, which allows up to 165 accumulated sick leave days to be added to retirement at the applicable formula.

ARTICLE 5 PERSONAL LEAVE

5.01 Each full-time employee who becomes permanent shall be entitled to 3 personal days per employee year. (i.e., a calendar year)

5.02 Personal leave cannot, under any circumstances, be used in conjunction with vacation or holidays.

5.03 Personal leave shall be requested at least 1 day in advance except in an emergency. The general nature of the emergency must be stated or identified by employee when requesting time with less than one-day notice.

5.04 All unused personal leave shall be converted to sick leave on the employee's anniversary date when the next year's personal leave is credited.

5.05 Personal leave shall be used in blocks of ½ day. No portion of personal time may be used in hourly blocks.

ARTICLE 6 HOLIDAYS

6.01 The following holidays shall be allowed as days off with pay for full-time employment;

1. New Year's Day
2. Martin Luther King Day
3. Presidents Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. The Day after Thanksgiving
11. December 24
12. Christmas Day

6.02 Should an employee be caused to work on a holiday, the employee shall receive holiday pay plus regular pay for that day.

6.03 The Library will close at 2 p.m. on Good Friday and New Year's Eve and 4 p.m. on Thanksgiving Eve.

6.04 Should a holiday fall on Saturday the Library will be closed on Friday and Saturday. Should a holiday fall on Sunday the Library will be closed on Monday. Should Christmas Eve and Christmas fall on a weekend (Saturday and Sunday) the Board may opt to be open on either Friday or Monday, as the Board is not in favor of being closed four days in a row.

ARTICLE 7 JURY DUTY

7.01 When a full-time employee is required for Jury Duty (is under summons to appear), the employee shall be granted, providing the employee is required to appear, a leave of absence for a period of 5 days, and shall be paid the regular wage, providing the employee is required to appear. There shall be no offset against the regular wage should the employee receive any reimbursement from the County.

ARTICLE 8 PERSONNEL FILES

8.01 The Employer shall maintain an official personnel file for each employee who is subject to this agreement. Such file shall contain copies of personnel transactions, official correspondence with the employee, and formal written evaluation of reports prepared by immediate supervisors. No such material may be filed unless a copy is given to the employee.

8.02 Employees shall have the right to examine their own personnel file during normal business hours of employment. An employee shall be entitled to be accompanied by a personally selected representative during such review. Statements solicited in connection with prior employment shall not be available to the employee.

8.03 No material related to an employee's conduct, performance, character or personality shall be placed in the personnel file without notification to the employee. Employees shall be given an opportunity to read such material, and may acknowledge that they have read such material by affixing their signature on the material to be filed, with the understanding that such signature merely acknowledges that they have read such material and does not indicate agreement or disagreement with its contents. Employees shall receive a copy of such material on request, and may respond to anything contained therein. The response shall be attached to the actual document placed in the file.

8.04 All formal evaluations shall be made openly and with full knowledge of the employee.

ARTICLE 9 GOOD AND WELFARE

9.01 The obligation of the Employer is to maintain safe and healthful conditions pursuant to State and Federal Laws. The Employer shall use its best efforts to maintain a secure work environment. Should problems of security arise, the parties may refer these problems to the Labor Management Committee established in Article 15.

9.02 Local telephone service shall be available to all employees. Employees are expected to limit their personal calls to time allowed for rest or meal breaks. In the event of emergency, long distance calls shall be charged to the employee's home phone. Personal e-mail as well as internet surfing and shopping are not to be done during work hours. Priority of working staff with regard to use of the technology is always to be applied. Under no circumstances are personal phone calls to be made at the circulation desk. Personal phone calls received shall be kept as short as possible.

9.03 The Employer shall maintain an adequately furnished staff room to be used for the purpose of taking rest and meal breaks.

9.04 The Employer shall maintain a time clock for the purpose of determining time worked per week. Employees shall be responsible for personally punching in and out beginning and ending shifts, and beginning and ending meal breaks.

9.05 Employees shall be paid weekly with checks distributed every Tuesday. The pay period begins Monday and ends Saturday. At the option of the employee, vacation and/or personal leave may be converted to sick leave. The Director or designee shall maintain an accurate account of work time and absences.

9.06 Paid vacation, sick leave, and personal days shall be benefits for permanent full-time employment. Therefore, such benefits shall be available at the time of permanent appointment, accruing retroactive to the date of probationary full-time employment.

9.07 When an employee has requested and been granted the use of a benefit and coverage for the time period has already been posted, such approved use may not be withdrawn.

9.08 The Employer shall assist in setting up an annuity for employees who wish to invest and cooperate in providing the appropriate vehicle for tax-deferred contributions to the annuity. It is not anticipated that this will be a cost to the Employer other than the time necessary to establish the plan and cooperate in contributions to the plan.

9.09 A library monitor will be employed from 4 p.m. through 8:15 p.m. on Monday through Thursday each week, unless this employee is not available due to sickness or vacation. The library monitor shall be considered a part-time position for the purpose of all other articles contained herein.

9.10 The Board of Trustees will pay for disability insurance for the staff.

9.11 All union activities are to take place during off hours or during breaks and lunches. The phone and fax may be used for union activities during breaks and lunches. The Library building may be used for union activities during off hours and provided that a library or community function does not need the space.

9.12 The Library shall provide ergonomically correct chairs at the desk and at each computer.

ARTICLE 10 LEAVE OF ABSENCE

10.01 The Employer shall have the right to grant leave of absence without pay pursuant to Civil Service Law.

10.02 Any employee on any unpaid leave of absence shall not accrue any pay increases or any fringe benefits.

10.03 Child rearing leave shall be granted for a period not to exceed 1 year.

10.04 Employees on unpaid leave of absence may continue hospitalization coverage by making arrangements for payments on a timely basis.

ARTICLE 11 RETIREMENT

11.01 The Employer shall make available for full-time and part-time employees benefits of the Retirement and Social Security Law for such retirement plan as may be authorized by law whereby the employee may contribute.

11.02 The Employer will pay 50% of the annual individual health insurance coverage provided for the employees, to employees who will retire with 20 years or more of full-time employment service, or the equivalent and are at least 60 years of age, for employees who are hired after January 1, 2008. Employees hired prior to this date will qualify with 15 years or more of employment service.

ARTICLE 12 HOSPITALIZATION

12.01 Full-time employees will be eligible for membership in the hospitalization plan, subject to certain restrictions outlined below. Such coverage for the individual will be paid for by the Employer up to a limit of \$ 7,000.00 annually for 2008; \$ 8,000.00 annually for 2009; \$ 8,500.00 annually for 2010; \$ 9,000.00 annually for 2011; and \$ 9,500.00 annually for 2012.

Additional charges for family will be paid fifty percent (50%) by the Employer up to a total limit of \$ 8,000.00 for 2008, \$ 9,000.00 for 2009, \$ 9,750.00 for 2010, \$ 10,000.00 for 2011, \$ 10,500.00 for 2012, for family and individual coverage during each year of this contract, and fifty percent (50%) to be deducted from the employee's salary. Any charges beyond these amounts shall be deducted from the employee's salary. This limitation shall commence at the beginning of each contract year when the employee receives an increase in salary under this contract.

12.02 Part-time employees will be eligible for membership in the health insurance plan, subject to certain restrictions outlined below. Such coverage for the individual will be paid for 50% by the Employer up to a limit of \$ 3,500.0 for 2008, \$ 4,000.00 for 2009, \$ 4,250.00 for 2010, \$ 4,500.00 for 2011, and \$ 4,750.00 for 2012.

Additional charges for family coverage will be paid 25% by the Employer up to a total limit of \$ 2,000.00 for 2008, \$ 2,250.00 for 2009, \$ 2,437.50 for 2010, \$ 2,500.00 for 2011 and \$ 2,625.00 for 2012.

The Library will handle the administration of the plan.

12.03 The Employer will offer to buy out an employee's right to this coverage provided that the employee can present proof of other existing health insurance coverage. A payment of \$ 2,000.00 to buy out individual coverage and \$ 3,000.00 to buy out family coverage in any calendar year will be made at the written request of an employee.

ARTICLE 13 VACATIONS

13.01 All full-time employees who, prior to the date of this contract, have had a length of continuous permanent employment as specified in Section 13.02 shall be entitled to accrue the corresponding vacation with pay for the following year at their basic rate of pay. "Day" means the normal working day of employment of the employee involved.

13.02 Ten working days of vacation will be allowed to an employee who has served in a full-time permanent capacity for a period of 1 through 5 years. An employee will be entitled to 15 working days of vacation for 6 to 10 years of service. Sixteen working days of vacation will be allowed to an employee who has served in a full-time capacity for a period of ten years or more. An employee who has worked more than fifteen years shall be entitled to 20 days of vacation.

13.03 Vacation time may be used in blocks of one week at a time. Vacation time earned over 15 days may be taken as single days.

13.04 If the employee splits the vacation allowance into two or three separate weeks, only one of these weeks may include or be adjacent to a paid holiday, unless the person seeking this situation obtains the written consent of all full-time permanent employees and files the written consent with the Director or designee at the time of the request.

13.05 In the event any employees are unable to take their vacation before the end of the applicable employee year, such employees shall make a written request for postponement of their vacation by a date sixty (60) days prior to their anniversary date, and submit such request to the Director or designee. The Director or designee shall have the right to extend the employee's vacation or schedule such vacation.

13.06 Should a holiday occur during the employee's vacation period, such day shall not be charged against the employee's vacation allowance.

13.07 All requests for employees' vacation periods shall be given to the Library Director or designee no later than a date 120 days prior to the employee's anniversary date.

13.08 In the event that more than 1 employee requests the same period, the employee whose request was first granted shall be entitled to that time period. If neither request was yet granted, then employee seniority shall govern. Such request shall not be unreasonably denied.

ARTICLE 14 BEREAVEMENT LEAVE

14.01 A full-time permanent employee shall be granted 3 days of leave of absence with pay in the event of the death of these members of the employee's family which shall be defined as parent, grandparent, child, grandchild, siblings, spouse, individual living the same household or in-law. The Employer shall have the right to grant two additional days upon written or oral request. Such request shall be made prior to the commencement of the two additional days, and shall not be unreasonably denied.

ARTICLE 15 LABOR MANAGEMENT COMMITTEE

15.01 Both parties agree that, during the life of this agreement, either party may request a meeting with the other party on matters arising in connection with terms and conditions of employment of the employees and/or policies and practices of the Library Board. The request shall be in writing and shall include a statement of the specific subject matter or matters to be discussed. Upon receipt of a written request, a meeting shall be mutually scheduled as promptly as possible, but no later than 10 working days after receipt of the request. Each party agrees to designate no more than 2 representatives to meet and make every reasonable effort to resolve such matters.

15.02 Minutes shall be kept of all meetings. Within 10 days after the meeting, the minutes will be approved by the committee and transmitted to the members of the Library Board and the employees for their information and/or action.

ARTICLE 16 RIGHTS AND RESPONSIBILITIES OF THE EMPLOYER

16.01 Nothing in the Agreement shall be construed as delegating the authority conferred by law on any elected or appointed official of the Employer, or in any way to reduce or abridge such authority.

16.02 The rights and responsibilities include, but are not necessarily limited to, the following:

16.03 To determine the standards of services to be offered by the Ellenville Public Library and Museum, not inconsistent with applicable law.

16.04 To direct employees in their respective positions.

16.05 To hire, promote, transfer, assign and retain employees, and to suspend, demote, discharge, or take disciplinary action against employees.

16.06 To relieve employees from duties because of lack of work or other legitimate reasons.

16.07 To maintain the efficiency of government operation entrusted to them.

16.08 To determine the methods, means and personnel by which such operations are to be conducted.

16.09 To take whatever action may be necessary to carry out the mission of any department or office concerned.

ARTICLE 17 SALARY SCHEDULE

17.01 The pay schedule for all library employees in the bargaining unit will be based on the calendar year commencing January 1 of each year.

17.02 On specified dates, all full-time employees will receive the specified increase in salary; on January 1, 2008 \$ 2.00 per hour increase and on January 1, 2009 a 3.2% increase; on January 1, 2010 a 3.2% increase; on January 1, 2011 a 3.2% increase and on January 1, 2012 a 3.2% increase.

Present employees projected salaries are shown on Schedule 'A' (Full-time employees).

17.03 The hiring rate of pay for full-time clerks shall be \$ 11.00 per hour.

17.04 An employee's anniversary date for the computation and credit of leave benefits will be January 1 of each year.

17.05 In the event that a former clerical employee (either full-time or part-time) returns to staff of the Ellenville Public Library and Museum, or changes from full-time to part-time, credit for prior service will be calculated according to the following scale: Such credit will be given at the time the returning employee becomes permanent in the new position.

ABSENCE

At least	% of time to be credited
1 day to 6 months	100
6 months to 1 year	90
1 year to 1 year, 11 months, 30 days	80
2 years to 2 years, 11 months, 30 days	70
3 years to 3 years, 11 months, 30 days	60
4 years to 4 years, 11 months, 30 days	50
5 years to 5 years, 11 months, 30 days	40
6 years to 6 years, 11 months, 30 days	30
7 years to 7 years, 11 months, 30 days	20
8 years to 8 years, 11 months, 30 days	10
9 years or more	0

17.06 In the event that an employee changes from part-time employment to full-time employment, credit for prior employment will be given at the time of the permanent appointment according to the schedule in Section 17.05 in reverse order.

17.07 On the specified dates, all part-time employees will receive the specified increase in salary: on January 1, 2008 a \$ 3.00 per hour increase; on January 1, 2009 a 3.2% increase; on January 1, 2010 a 3.2% increase; on January 1, 2011 a 3.2% increase and on January 1, 2012 a 3.2% increase.

Present employees projected salaries are shown on Schedule 'B' (Part time employees).

17.08 The hiring rate of pay for part-time clerks shall be \$ 10.00 per hour. The hiring rate of pay for the security monitor will be \$ 10.00 per hour.

ARTICLE 18 SAVING CLAUSE

18.01 If any article or section of this agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section. During the term of this agreement, if any article becomes valid under applicable law, the article shall be reinstated in full force and affect.

ARTICLE 19 WAIVER CLAUSE

19.01 The parties acknowledge that during the negotiations which preceded this agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not specifically referred to, or covered in this agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated this agreement.

ARTICLE 20 DISAGREEMENT OR GRIEVANCE

20.01 Any disagreement arising as to the manner of interpretation or application of any of the provisions of this agreement, or rights claimed to exist thereunder, shall be processed as follows:

20.02 If a grievance cannot be resolved informally, it shall be reduced to writing and presented to the Director. The Director shall confer with the individual grievant if any and the Union representatives within 10 working days after receipt of the written grievance. Within 10 days of the conference, the Director will write a decision on the grievance and return it to the Union.

20.03 If the grievance is not resolved as per 20.02 above, the Union may appeal to the Board within 10 working days after receipt of the decision of the Director. Within 10 working days after receipt of the grievance on appeal, the Board will confer with the Union. Not later than 5 days thereafter, the Board shall note its decision on the grievance and return it to the Union.

20.04 If the grievance is not resolved as per 20.02 and 20.03 above, the Union may submit the grievance to arbitration by filing a notice of intent to arbitrate within 30 days of receipt of the Board decision.

20.05 If within 30 days after either party shall have notified the other of its desire to arbitrate and the parties fail to agree on an impartial arbitrator, either party shall be free to make the necessary application to the New York State Public Employment Relations Board for the selecting of an impartial arbitrator according to the established procedure of the New York State Public Employment Relations Board. The decision of the arbitrator shall be binding on both parties, and the fees and expenses for such arbitration are to be paid by the losing party, with each party responsible for their own attorney fees.

20.06 No terms can be added to or subtracted from this Agreement, or any provisions thereof amended, modified or changed by the arbitrator.

20.07 Saturday and Sunday shall not be considered as days in computing the number of days in each step of the procedure.

20.08 When any employee is subject to removal or other disciplinary action by Civil Service Law, then the Employer shall follow the procedure set forth in section 75 of the Civil Service Law. The Union, on behalf of any employees believing themselves aggrieved by a penalty or punishment or demotion or dismissal, may refer the disciplinary proceeding to arbitration per section 20.05.

20.09 A grievance shall be submitted pursuant to Section 20.02 within 30 days of the date upon which the aggrieved party knew or should have known of the act or condition upon which the grievance is based.

20.10 Both parties may mutually agree to extend the specified time limits.

ARTICLE 21 SUB-TITLES

21.01 The sub-titles used therein are used for reference purposes only, and are not to be used in any manner whatsoever for the construction of or interpretation of any of the provisions and terms set forth herein.

ARTICLE 22 ENTIRE AGREEMENT

22.01 The terms and provisions herein contained constitute the entire agreement between the parties and shall supersede all previous communications, representations or past practice, either verbal or written, between the parties hereto with respect to this agreement.

ARTICLE 23 MANDATED PROVISIONS OF LAW

23.01 IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTIONS TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF THE LAW OR TO PROVIDE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

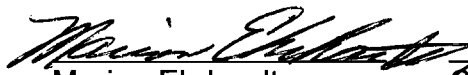
ARTICLE 24
EFFECTIVE DATE


24.01 This Agreement shall become effective as of January 1, 2008, and shall terminate on December 31st, 2012.

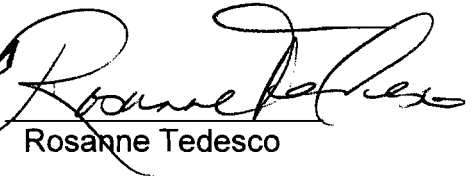
ELLENVILLE PUBLIC LIBRARY AND MUSEUM


By: John Cummings
President of the Board of Trustees


CSEA for the Ellenville Public Library Unit
By: Howard Baul
Labor Relations Specialist


Marion Ehrhardt


Camille Regholec


Rosanne Tedesco